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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF BIOLOGICAL SURVEY

State.....

County.....

A G R E E M E N T

FOR PURCHASE OF LANDS UNDER THE PROVISIONS OF
THE UPPER MISSISSIPPI RIVER WILD LIFE AND FISH REFUGE ACT
(43 STAT., 650)

FROM

TO

THE UNITED STATES OF AMERICA

Effective , 19

Acreage Price, \$

Location

Reservations

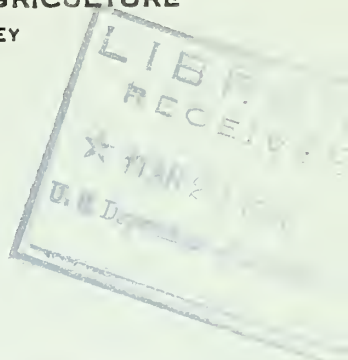
Outstanding rights or easements

Voucher

Fee for recording, \$ Probate, \$ Total, \$

Voucher in favor of

Dated . , 19



UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

A G R E E M E N T

FOR THE PURCHASE OF LANDS UNDER THE PROVISIONS OF
THE UPPER MISSISSIPPI RIVER WILD LIFE
AND FISH REFUGE ACT.

THIS AGREEMENT, made and entered into this day of
one thousand nine hundred and by and between

hereinafter styled the vendors, for themselves, their heirs, execu-
tors, administrators, successors, and assigns, and the UNITED STATES
OF AMERICA, by the SECRETARY OF AGRICULTURE, hereinafter called the
Secretary, duly authorized thereunto by the Act of Congress approved
June 7, 1924 (43 Stat., 650), as amended,

WITNESSETH:

1. In consideration of One Dollar (\$1.00) in hand paid by
the United States, the receipt of which is hereby acknowledged, the
vendors agree to sell to the United States for the price and upon
the terms and conditions hereinafter set forth, the lands, tenements,
and hereditaments, together with all the rights, easements, and ap-
purtenances thereunto belonging, owned by them, and situate and lying
in

(TOWNSHIP, CIVIL DISTRICT, OR OTHER DESIGNATION)

in the County of

State of

and known as

containing

acres more or less, and more particularly

described as follows:

and subject to the following easements:

(RAILROAD, PUBLIC ROAD, OR OTHER RIGHT OF WAY, AS PIPE LINE, TELEPHONE, TELEGRAPH, OR ELECTRIC POWER LINE)

2. That the price at which said land will be sold to the United States, as hereinfore provided, shall be as follows:

(a) \$ per acre for all land in which there may be reserved by
the said, with
the consent of the Secretary, the right

(INSERT RESERVATIONS)

in accordance with the rules and regulations of said Secretary.

(b) \$ per acre for all land in which the said
makes no reservation.

3. The vendors further covenant and agree that at the date of this instrument the title to the said land is clear, free, and unincumbered except as hereinafter noted; that the vendors have full right, power, and authority to convey, and that they will convey, to the United States the fee simple title thereto clear, free, and unincumbered; except subject to the following easements:

and will do or suffer no act whereby such title may be diminished or encumbered; and further, that during the life of this instrument all necessary precautions will be taken to protect the property from damage by fire, trespass, or other causes.

4. The vendors will promptly procure and have recorded at their own expense such assurances of title, affidavits, and other papers which they may be advised by the proper Government officials or agents are necessary and proper to vest in the United States title or titles, as provided for herein.

5. The vendors will, at their own expense, execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands, of such character as to be satisfactory to the Attorney General, as provided in Section 4 (a) of the Act of June 7, 1924 (43 Stat., 650).

6. The vendors further agree that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said land for all proper and lawful purposes, including examination of said land and the resources upon it.

7. In consideration whereof, the said Secretary, for and in behalf of the United States of America, covenants and agrees that he will purchase said lands at the price of \$ per acre, the acreage to be ascertained by a survey to be made by and at the expense of the United States after reasonable notice to the vendors, and according to the horizontal measurements by the United States in the survey of public lands, or by recourse to the records of the General Land Office, or by both.

8. That said Secretary, in the same behalf, further covenants and agrees that, after the execution, delivery, and recordation of the said deed and the signing of the usual Government voucher or vouchers therefor, and after the Attorney General of the United States shall have approved the title thus vested in the United States, he will cause to be paid to the vendors the purchase price by a United States Treasury warrant or disbursing officer's check.

9. It is naturally understood and agreed that the Secretary will secure an abstract of the title to the property herein contracted to be sold without cost to the vendors.

10. It is further understood and agreed that, if the vendors can not, within one year from the date of the execution of this agreement, convey a safe title satisfactory to the Attorney General of the United States to all the hereinbefore described lands, or do not, when called upon by the proper officer or agent of the United States, promptly convey said title or titles to the United States, as provided for herein, then and in that event the portion or portions of the lands, the vendors' title to which is not satisfactory to the Attorney General of the United States or which the vendors have failed to convey to the United States, as stipulated and provided herein, shall be acquired by the institution of condemnation proceedings, in which event the evidence to be presented by both parties to this agreement before the appraisers or assessors in condemnation proceedings in estimation of value of said lands, shall be on the basis of an average value of \$ per acre, being the same price as stipulated herein as the purchase price for said land.

11. It is further mutually agreed that the said Secretary may upon notice to the vendors terminate this agreement at any time within months.

12. It is further mutually agreed that no member of or delegate to Congress, or resident commissioner, after his election or appointment and either before or after he has qualified and during his continuance in office shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however,

herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company (Section 3741, Revised Statutes, and Sections 114, 116, Act of March 4, 1909).

13. That this contract shall not be assigned in whole or in part.

14. That the vendor, the corporation as aforesaid, enters into the within contract, pursuant to the authority contained in the following resolution, which was passed at a duly called meeting of the Board of Directors of said corporation, at which a quorum of said directors was present held at , on the day of , 19 :

(Resolution)

WITNESS the hands and seals of the vendors on the day first above written, and the seal of the Department of Agriculture, and the signature of

the Secretary of Agriculture this day or one
thousand nine hundred and

Signed and sealed in
the presence of:

Witnesses:

..... (L.S.)

..... (L.S.)

(S E A L)

THE UNITED STATES OF AMERICA

By

Secretary of Agriculture.

(ACKNOWLEDGMENT FOR CORPORATION)

State of)
)SS.
County of)

On this day of , nineteen
hundred and , before me, the subscriber, a
 , in and for the County of , State
of , appeared , to me personally
known to be the president of

(DESCRIBE CORPORATION)

and who, being by me duly sworn, did say that he is the president of
the said , and that the seal

(DESCRIBE CORPORATION)

affixed to the foregoing and annexed instrument, dated the day
of , nineteen hundred and , is the
corporate seal of said corporation, that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Di-
rectors, and said , acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and official seal.

(Seal)

(OFFICIAL TITLE)

EVIDENCE OF AUTHORITY TO SIGN CORPORATE INSTRUMENTS

(Form of certificate to be attached to contracts
entered into within corporated companies)

I, _____, Secretary of the

Company, a corporation organized
and existing under the laws of the State of _____ do
hereby certify that at a dully called meeting of the board of directors
of said company, at which a quorum of said directors was present, held
at _____, on the _____ day of _____, 19____
a resolution was adopted, of which the following is a correct copy:

(Here insert copy of the resolution,
showing that the person or officer who executed
the contract (and the bond, if any) was duly
authorized thereto.)

I further certify that on the _____ day of _____,
19____ (date of execution of contract), the
above resolution was still in force, and that on the said _____ day
of _____, 19____ (date of execution of contract).
_____ was the _____ of said
Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of the said company, this _____ day of _____, 19____.

Secretary.

(SEAL)

NOTE.-- This page is to be used as a model. It is not to be written upon. If the necessary authority is given by a by-law of the company, instead of by a resolution of the board, the first paragraph of certification should be modified so that it will show that there is a "by-law of the company of which the following is a correct copy" (omitting, of course, any reference to a meeting of the board). A copy of the said by-law should then follow, and in the second paragraph of certification the word "by-law" should be substituted for the word "resolution" in the third line.

